

CHAPTER 1
SECTION 2

CONTRACT ADMINISTRATION AND INSTRUCTIONS TO CONTRACTORS

1.0. GENERAL

The foundation of the business relationship between TMA and the Managed Care Support contractor is the contract. The contract normally includes, directly or by reference, requirements of the Federal Acquisition Regulation (FAR) and its supplements, excerpts of the contractor's proposal (as incorporated by TMA), 32 CFR 199, the TRICARE Operations Manual (6010.51-M), the Policy Manual (6010.47-M), the TRICARE Reimbursement Manual, the TRICARE Systems Manual, and supplemental instructions officially issued by TMA.

2.0. TRICARE MANUALS

These include the TRICARE Operations Manual, the TRICARE Policy Manual, the TRICARE Reimbursement Manual, and the TRICARE Systems Manual. The TRICARE Manuals are the principal vehicles for general operating instructions to all health care delivery contractors and may be accessed at <http://www.tricare.osd.mil/tricaremanuals>. The official archive copies of these documents are maintained at TMA. The documents and all official changes to them will be maintained at TMA in an electronic medium using the PDF (Portable Document Format) format, and are available for distribution to contractors via three different media: printed paper, CD-ROM, and downloading from a designated file location in an electronic format. Regardless of publication medium, their printed and displayed appearance will be identical. The principal means of distribution will be via an electronic notification of publication and the contractor's subsequent download of the manual or change from a TMA designated file location. Paper copies of manuals or changes to those Manuals will be furnished to contractors only in those limited quantities currently utilized for contract administration. All proposed changes to these documents will be distributed for review and comment in an electronic medium, using PDF as the document format, and comments must be returned to TMA in an acceptable electronic format. Contractors shall furnish the TMA Contracting Officer with designated point(s) of contact and email address(es) for review and comment on proposed manual changes, and notification of final publication of manual changes.

3.0. LETTERS

Letters are used for routine contract administrative matters not covered in the above manuals. Letters which give new instructions are signed by a Contracting Officer. Routine contract administrative matters do not include TRICARE benefit determination and reimbursement functions for which instructions are provided in the manuals. In limited circumstances, urgent instructions may be issued in an individual letter and then followed by manual changes.

4.0. IMPLEMENTATION OF INSTRUCTIONS

The contractor shall implement changes in instructions as specified in the “changes” clause of the contract. If a contractor is unable to comply by the effective date, the TMA AM&S Contracting Officer, shall be notified, in writing, within ten days of receipt of the instructions. The notification shall include the reasons for the noncompliance and a proposal for reaching compliance. The proposal shall include milestones, if appropriate, and a firm date for completion. It is essential that a contractor distribute TRICARE instructions to all of its appropriate personnel, including any subcontractor and, as needed, contracted providers. The contractor shall ensure that new instructions are distributed and implemented on a timely basis. TRICARE manuals (including additions, deletions, and amendments) and instructions will be forwarded as required by changes or need for clarification. Requests for additional copies or for clarification shall be directed to the contracting officer or contracting officer’s representative.

5.0. COMMUNICATIONS WITH TMA

5.1. The contractor shall:

5.1.1. Provide complete replies to TMA requests for rough orders of magnitude, comments and/or cost estimates on proposed changes to the manuals within 30 calendar days following receipt of the request unless a different period of time is provided by TMA in the transmitting correspondence. TMA will allow 30 days for response to major changes. Fewer days will be allowed for minor changes; i.e., changes which are not complex or changes which do not require substantial programming effort and/or extensive cost proposals by the contractor. In addition, in the event of an urgent need imposed by law or a program requirement under which significant loss to the government would result from delay, a period of less than 30 days will be imposed, whether it is a major or minor change.

5.1.2. Provide timely responses to all requests for information directed to them by TMA.

5.1.3. All cost estimates/proposals for changes shall be sent to TMA with a detailed breakdown of the time required for analyses, programming and testing requirements including machine time, where appropriate. Proposals involving substantial amounts of time may require on-site review by TMA personnel.

5.1.4. Use assigned contracting officer representatives (CORs) at TMA as the initial point of contact for program interpretation or other forms of guidance unless it is a situation which falls within the specific exceptions listed below.

5.1.5. The contractor shall directly contact the TMA Contracting Officer in response to:

- Requests for information necessary to answer in-house correspondence.
- Requests for information applicable to individual appeal cases and final decision letters.
- Communications regarding termination or suspension of providers of care.

- Requests for information on potential fraud or abuse cases.
- Information concerning scheduled on-site reviews.
- Communications regarding litigation cases.
- Provider authorization questions.
- Questions or requests for comment on press releases and related materials published by TMA. Copies of releases shall be sent to all contractors to keep them informed of TRICARE information activities.
- Information concerning the creation and transmission of health care data.

6.0. TMA-REQUIRED MEETINGS

6.1. A 14 calendar day notice will be provided by the Contracting Officer for all meetings hosted by TMA. The contractor shall provide annual representation at two contractor conferences (senior management level) at TMA, two regional contractor and two regional provider conferences, and one Provider Representative meeting at TMA. The contractor shall provide up to four Provider Representatives at up to four additional meetings at the direction of the Contracting Officer per contract year. The cost of attendance at these meetings shall be included in the contractor's cost for Administrative Support Services.

7.0. TMA DELEGATION OF AUTHORITY

Authority has been delegated to the Director, TMA, Beneficiary and Provider Services (BPS) to perform the following:

- Grant exceptions to the claims filing deadline,
- Grant "good faith payments",
- Waive the signature requirements on TRICARE claims,
- Adjudicate and process unique claims requiring special handling, and claims for emergency care provided by a Department of Veterans Affairs (DVA) facility or a facility under the Bureau of Indian Affairs,
- Authorize benefits for which the authority has not otherwise been delegated to other TRICARE officials or contractors,
- Authorize an "override" of information contained on DEERS, pending a system update, based on appropriate documentation regarding eligibility under the law, regulation and policy.

